

AGREEMENT

This Agreement is entered into between the School Board of Bay County FL (a.k.a. Bay District Schools, the District or BDS) (the Client) located at 1311 Balboa Ave, Panama City, FL 32401 and Timmins Consulting, LLC (the Consultant), whose mailing address is 2910 Kerry Forest Pkwy D4-368, Tallahassee, FL 32309. The District agrees to retain the Consultant and the Consultant agrees to provide professional services to the District, in accordance with the following terms:

1. TERM: The term of this agreement shall begin January 1, 2020 and shall terminate December 31, 2020. This agreement is subject to renewal under amendment.
2. SERVICES AND COMPENSATION: The Consultant shall provide Executive branch and Legislative governmental consulting services to the Client. The Client shall pay the Consultant \$30,000.00 for the term specified in this contract. The Client shall pay this amount to Timmins Consulting, LLC in monthly payments of \$2500.00. The first payment is due February 1, 2020. The Consultant shall monitor all Legislative committees on the Client's behalf. The Consultant will monitor all appropriate issues and inform the Client of any legislation or appropriation that might be of interest to the Client.
3. EXTENT OF SERVICES: The Consultant shall devote an appropriate amount of time and attention to the Client's business. During the term of this agreement, the Consultant shall not engage in any other business activity which could pose a conflict of interest between the other business activity and the Consultant's representation of the Client, regardless of whether it is pursued for gain or profit.
4. WORKING FACILITIES: The Consultant shall provide their own office, stenographic help, and other facilities and services.
5. WAIVER OF BREACH: The Client's waiver of a breach of any provision of this agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant. No waiver shall be valid unless in writing and signed by an authorized officer of the Client.
6. ASSIGNMENT: The Consultant acknowledges that their services are unique and personal. Accordingly, the Consultant may not assign their rights or delegate their duties or obligations under this agreement.
7. ENTIRE AGREEMENT: This agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in

writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

8. HEADINGS: Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.
9. COUNTERPARTS: This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be construed as one in the same instrument.
10. CANCELLATION/TERMINATION/FUNDING OUT: In the event any of the provisions of this agreement are violated by the Consultant, the Superintendent or designee will give written notice to the Consultant stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

The District, reserves the right to terminate this agreement at any time and for any reason, upon giving 30 days prior written notice to the other party. If agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under said agreement. The District will only be required to pay to the Consultant that amount of the contract actually performed to the date of termination.

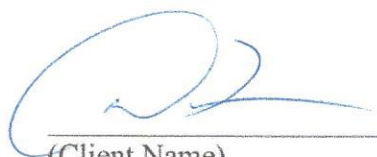
The Consultant will have the option to terminate the contract upon written notice to the General Manager of Purchasing, Contracting and Materials Management for the District. Such notice must be received at least 30 days prior to the effective date of termination at 1150 W. 17th Street, Panama City FL 32405.

Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

Funding out provision: If the agreement is to extend into subsequent fiscal period, it shall be subject to availability of funds. If appropriated funds are insufficient to continue the agreement, this agreement shall be terminated in accordance with the 30 day notification and specification of lack of funding. The client shall not replace the services being terminated with services similar to those covered in this agreement from another vendor in the succeeding funding period.


This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein.

IN WITNESS WHEREOF: The following parties have executed this agreement:



(Client Name) Date 1-7-2020

Dan S. Fuller
General Manager, Purchasing, Contracting &
Materials Management



(Consultant Name) Date 1/8/2020